Landowner Agreement

**For Projects Funded by: Washington Department of Ecology**

 **Water Quality Combined Funding Program**

This Agreement, dated and effective beginning the date of last signature, is made and entered into by and between the Landowner and Recipient identified herein. The parties intend that all terms of this Agreement shall remain in effect for a period of ten years from the date of project completion, and the agreement shall be binding on all successors in interest during this time. The date of project completion is the date of final payment to the Grant Recipient. It is the responsibility of the Recipient to inform the Landowner of this date.

##### Grant Recipient Information

|  |  |  |
| --- | --- | --- |
| OrganizationRecipient Organization | Project ManagerRecipient PM | Grant NumberWQC – 20XX – XxXxXx-##### |
| Address# Street, City, WA, Zip Code. | Phone( ) -  | Email  |

##### Landowner

|  |  |
| --- | --- |
| Name or Organization Click or tap here to enter text. | Street Address# Street, City, WA, Zip Code. |
| Site Name (s) – for reference purposes As identified on BMP Approval Form. | Phone( ) -  |

##### Purpose of Landowner Agreement

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between the Recipient, who is undertaking a project (Project) funded by the Washington Department of Ecology (Ecology), and the Landowner, who owns the property on which the Project will take place.

The Recipient and Landowner mutually agree to participate in conducting the water quality improvement activities described below on lands owned by Landowner in WRIA Name - Number. Watershed (Water Resource Inventory Area), Click here to enter text. County, State of Washington, Tax Parcel No.Click here to enter text.. The activities also are described in, and in accordance with Ecology’s Project Agreement No. WQC – 20XX – XxXxXx-##### into which this agreement, once signed by both parties, becomes incorporated herein. This Landowner Agreement must be fully signed by Recipient and Landowner before implementation of the project begins, to be eligible for reimbursement by Ecology.

##### The Recipient Agrees to:

1. Be responsible for the design and installation of the project, and the conduct and activities of its staff, agents, and representatives.

2. Provide the Landowner with a timeline of estimated dates of Project activities, including start and completion dates, and to keep the Landowner informed of progress.

3. Conduct the project-related activities described in the Project Description, as appended to this agreement.

4. Leave all remaining portions of the property in as near pre-project condition as reasonable, or as otherwise agreed upon in writing with Landowner.

5. Inform Landowner of project completion and the dates for this Agreement.

6. Hold harmless the landowner from any liability associated from injuries or damages occurring to workers implementing the project.

7. Identify the specific maintenance and/or monitoring activities that will be provided by Recipient in Attachment A (include frequency and duration).

##### The Landowner Agrees to:

1. Provide reasonable property access to the Recipient to plan, implement, and complete the project, and to conduct the long-term maintenance and monitoring activities, as described in the Project Description attached to this agreement.

2. Provide the Recipient and Ecology, or their employees, agents, representatives, contractors, or assignees, the right to enter the land, at reasonable times, and upon reasonable notice. Entry is solely for project implementation and management purposes, to inspect completed work, and to monitor long-term success of the completed project. Except in case of emergency, reasonable notice shall be given at least 48 hours before entry.

3. Not intentionally compromise the integrity of the project.

4. Inform Recipient of all known safety hazards on the property.

5. Identify the specific maintenance and/or monitoring activities that will be provided by Landowner in Attachment A (Include frequency and duration).

Landowner has no obligation to provide access to parties other than the Recipient or Ecology, or their employees, agents, representatives, contractors, or assignees. For the purposes of viewing the Project for information or educational purposes, Landowner and Recipient must mutually agree before such third-party access is offered.

##### General Terms

The Landowner shall notify the Recipient of changes in ownership of the property on which the Project is located within thirty (30) days of transfer. In the event of such transfer of ownership, the Landowner shall provide a copy of this Agreement to the succeeding owner prior to such transfer. The Landowner’s written notification to the Recipient will include the name of the new landowner. The sponsor then will contact the new landowner to determine whether or not the landowner agrees to continue the landowner’s specific maintenance, monitoring, and reporting responsibilities as described in Attachment A (if applicable), and to not intentionally compromise the integrity of the project. If the new landowner agrees, please provide a copy of the new landowner-signed statement to continue the landowner’s monitoring, maintenance, and reporting responsibilities as described in Attachment A.

To comply with Executive Order 05-05, Archaeological and Cultural Resources, Recipients may have to complete a cultural resources survey in response to any cultural resources concerns that might arise. Recipients will notify the landowner if a consultation is required. If required, consultations must be completed before construction begins.

This agreement may be terminated by the Recipient, if in its discretion, it determines that circumstances have rendered the Purpose of this agreement impractical to achieve. Termination also may be sought by either party by providing written notice to the other party. Such termination shall be effective only after authorized representatives of both parties have agreed in writing to such termination and Ecology has been provided a thirty (30) day advance written notice of such termination. If, in the event the project is intentionally removed, destroyed, or otherwise compromised in function, or if successor Landowners do not agree to the terms of this Agreement, Ecology reserves the right to seek remedy which requires the project sponsor to provide a new restoration site to serve as replacement.

This Agreement does not authorize the Recipient or Ecology to assume jurisdiction over, or any ownership interest in, the premises. The Landowner retains sole responsibility for taxes, assessments, damage claims, and controlling trespass. The Landowner also retains all benefits and enjoyment of the rights of ownership except as are specifically provided in this agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**Recipient:** Name **Date:** mm/dd/yyyy

**Signature:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Landowner:** Name **Date:** mm/dd/yyyy

**Signature:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Upload a signed copy of this Agreement, and any amendments to this Agreement in EAGL (Ecology Administration of Grants and Loans system).